

COB - BOSAIR FORM

12/10/2025 5:11 PM (MST)



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number:

Amplifund Grant Record Number: 102075

Award Type: Grant

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/06/2026

Signature Only:

NO

Procurement Director Award / Delegated Award:

- N/A

Supplier / Customer / Grantor / Subrecipient: Animal Legal Defense Fund

Project Title / Description: Collaborative Response Project

Purpose: The Grant funds are granted to Pima County for costs associated with acquisition of the equipment necessary to support thorough investigations, and veterinary forensics and treatment related to animal cruelty investigations in Pima County.

Procurement Method: N/A

Program Goals/Predicted Outcomes:

- *Increased number of policies and procedures pertaining to animal cruelty case response
- * Increased frequency of collaboration with Partner Enforcement Agencies
- * Multiple trainings with Grantee and Partner Enforcement Agencies
- * Increased veterinary participation in Partner Enforcement Agency response to animal cruelty concerns
- * Grantee and Partner Enforcement Agencies are prepared with proper equipment to effectively respond to animal cruelty cases

Public Benefit and Impact: Reduced animal cruelty in Pima County

Budget Pillar

- Improve the quality of life

Support of Prosperity Initiative:

- C-S-3. Prevent and Reduce Crime

Provide information that explains how this activity supports the Enhance prosecution of animal cruelty in Pima County

selected Prosperity Initiatives

Metrics Available to Measure Performance: Number of cases investigated and prosecuted

Retroactive:

YES

Retroactive Description: Grant agreement is effective on 11/1/25, however Pima County will not expend funds until after Board of Supervisor approval.

Grant / Amendment Information (for grants acceptance and awards)

Record Number:

Amplifund Grant Record Number: 102075

Type: Award

Department Code: PAC

AmpliFund Grant Record Number: 102075

Amendment Number: 00

Commencement Date: 11/01/2025

Termination Date: 10/31/2026

Advantage Initial GTAW# (If Applicable): N/A

Total Revenue Amount:

\$59,000.00

Total Match Amount

\$0.00

Advantage Grant ID # (If Applicable): N/A

All Funding Source(s) required: Animal Legal Defense Fund

Does PCAO need to review the grant award (or grant amendment)?

NO

Does PCAO need to sign the grant award (or grant amendment)?

NO

Match funding from General Fund?

NO

Match funding from other sources?

NO

Are Federal Funds Involved?

NO

Department: Pima Animal Care Center

Name: Steve Kozachik

Telephone: 5207034396

GMI Director: K. Kozachik

Date: 12/17/2025

Department Director Signature: B. Baclawski Date: 12/18/2025

Deputy County Administrator Signature: J. J. Johnson Date: 12-18-2025

County Administrator Signature: J. J. Johnson Date: 12-18-2025

Grant Agreement

This Grant Agreement (“**Agreement**”) is effective as of November 1, 2025 (the “**Effective Date**”) between the Animal Legal Defense Fund, a California nonprofit public benefit corporation described in Section 501(c)(3) of the Internal Revenue Code and located at 2108 N. St. #11741, Sacramento, CA 95816 (“**Grantor**”); and Pima Animal Care Center, 4000 N. Silverbell Rd, Tucson, AZ 85745 (“**Grantee**”).

WHEREAS, Grantor has a philanthropic mission to protect the lives and advance the interests of animals through the legal system, and Grantor and Grantee (collectively, the “**Parties**”) desire to work together to fulfill a shared goal of achieving the best possible outcomes in animal cruelty cases; and

WHEREAS, this Agreement sets forth the mutual understanding of the Parties regarding the terms and conditions of a grant to the Grantee (“**Grant**”) on the basis set out in this Agreement and in the grant plan attached as Exhibit A (“**Grant Plan**”), in furtherance of the Grantee’s work to obtain the best possible outcomes in animal cruelty cases, by supporting the training and development of resources, provision of care, and investigation and prosecution associated with animal cruelty cases in Pima County, Arizona.

The Parties agree to the following:

1. **GRANT PAYMENT.** Grantor pledges to transfer to Grantee a grant in the amount and in accordance with the schedule set out in the Grant Plan.
 - a) **Payment Conditions.** Grantor’s payment is conditioned upon compliance by Grantee with this Agreement. For grants with multiple disbursements, Grantor may withhold or modify the amount of any payment after the initial payment in line with milestones or other conditions set out in the Grant Plan. Grantee will notify Grantor if Grantee meets such conditions, and provide Grantor with appropriate documentation, satisfactory to Grantor, demonstrating satisfaction of such condition.
 - b) **Payment Method.** Prior to or upon mutual execution of this Agreement, Grantee shall provide Grantor with all necessary banking or similar instructions for payment (e.g. wiring instructions). Grantor may withhold taxes if required by law.
2. **PURPOSE.** The purpose of this Grant is set out in the Grant Plan. Further, by accepting the Grant, Grantee confirms that: all Grant funds, and income earned on such funds, will be spent solely for charitable and educational purposes as outlined in this Agreement, are not for the personal benefit of an individual, and any deviation from the agreed use of the Grant funds must be approved in advance, in writing, by Grantor.
3. **GRANT PERIOD.** The period of this Grant (“**Grant Period**”) is as set out in the Grant Plan. If the entirety of the Grant funds are not spent within the Grant Period, within Grantor’s sole discretion and following discussion with Grantee, Grantor may: require return of the unspent funds to Grantor; extend the Grant Period; reduce the amount of any future grants; and/or take any other action that Grantor deems appropriate.
4. **PROHIBITIONS:** Grantee shall not use any portion of the Grant funds:

- a) to engage in illegal activities;
- b) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office;
- c) to engage in any lobbying as defined by Internal Revenue Code Sections 501(h) and 4911 and accompanying regulations;
- d) for any effort to induce or encourage violations of law or public policy;
- e) to cause any private inurement or improper private benefit to occur; or
- f) in any manner inconsistent with the limitations imposed on the Grantor or Grantee under the Internal Revenue Code or other applicable law.

5. REPORTS AND COOPERATION OBLIGATIONS. The Parties' specific cooperation obligations are identified in the attached Grant Plan. In addition, Grantee will maintain detailed records to show and account for the use of the Grant funds. Grantee also agree to the following:

- a) Reporting. Grantee will provide Grantor with narrative and financial reports as set out in the Grant Plan, along with copies of press releases, announcements, or other external communications by Grantee about the Grant or the activities funded by the Grant. Grantee will make available its key personnel for meetings and telephone calls with Grantor as Grantor may reasonably request.
- b) Material Developments. Grantee will promptly notify Grantor of: (a) any changes in its tax-exempt status; (b) any changes in Grantee's key personnel responsible for carrying out the purposes of the Grant; or (c) material changes in budget, loss of other funding, filing of any litigation, or any other development that has materially affected or could materially affect its ability to carry out the purposes of the Grant.
- c) Recordkeeping. Grantee will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant funds received by Grantee. Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee's receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for four years after the termination or expiration of this Agreement.
- d) Project Information. Grantor may collect, analyze, and disseminate information about Grantee's performance to carry out communication and promotional activities, evaluate the effectiveness of Grantor's programs, or comply with external reporting obligations. Grantee will cooperate with Grantor in these efforts by providing Grantor with such information as Grantor may reasonably request.

6. CONFIDENTIALITY. In working on the project, Grantor and Grantee may share confidential information with one another, including, without limitation, information about financial, funding, and other matters. Grantor and Grantee will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.

7. EXTERNAL COMMUNICATION. Grantee will acknowledge Grantor in public communications as set out in the Grant Plan. Grantee will obtain Grantor's prior written consent before making any public use of Grantor's name or logo except as may be provided in the Grant Plan or as otherwise agreed by Grantor. Grantor may (a) disclose information about the award of the Grant, including Grantee's name, (b) use Grantee's logo, (c) with Grantee's advance approval and to the extent legally permissible, use footage, photographs, and recordings created in connection with the Grant, and (d) link to Grantee's website, in all cases for archival, external communications, and other purposes as it determines in its sole discretion, without payment or prior review by Grantee. Such uses may include, without limitation, periodic public reports, press releases, website and social media, presentations and speeches, and tax returns.

8. TERMINATION.

- a) Suspension and Termination. Grantor may modify, suspend, or discontinue any payment of the Grant or terminate this Agreement if: (a) Grantee fails to meet a milestone or objective set forth in the Grant Plan; (b) there is a change in Grantee's tax status; (c) Grantee fails to perform any material obligation under this Agreement; or (d) Grantor determines in good faith that Grantee's conduct or the nature of the activities funded by the Grant could adversely affect Grantor's tax status or would materially adversely impact the reputation, image, mission, or integrity of Grantor. Such a termination will be effective upon delivery by Grantor to Grantee of a notice to that effect.
- b) Repayment Upon Termination. Grantee will repay to Grantor any unused portion of the Grant funds, including any income earned from any investment of the Grant funds, within 30 days after delivery by Grantor of written notice of termination as provided in this Section 8.

9. AMENDMENT. This Agreement may be amended only by a writing executed by both Parties.

10. ASSIGNMENT. This Agreement may not be transferred or assigned to another organization or person without prior written approval of Grantor.

11. WAIVER. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

12. INDEPENDENCE. Grantor and Grantee remain independent contracting parties. Neither Grantor nor Grantee has the power or authority to bind or obligate the other to a third party or commitment in any manner, and Grantee will have sole responsibility for the planning, management, and implementation of its own activities relating to the Grant and its other activities. Grantee acknowledges that the conduct of Grantee and its personnel or agents, if any, and any other legal obligations of Grantee, are the sole responsibility of Grantee.

13. LIMITATION AND INDEMNIFICATION. This Agreement does not create an attorney-client relationship between the Grantor and any of the other Parties to this Agreement. Grantee will defend, indemnify, and hold harmless Grantor and its directors, officers, employees, agents, and assigns (collectively, "**Grantor Parties**"), against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees which arise directly or indirectly from: (a) Grantee's

activities including, without limitation, use of Grant Funds or (b) Grantee's performance under or breach of this Agreement.

14. INSURANCE. Grantor's property, casualty, liability, health, workers compensation, and other insurance does not cover Grantee, Grantee's property, or Grantee's activities. Grantee does not and will not obtain or provide insurance coverage of any kind to Grantee.
15. BINDING EFFECT. The Parties acknowledge and agree that this Agreement is binding on the Parties and their successors and assigns, except to the extent terminated in accordance with its terms. This Agreement shall be subject to and interpreted under the laws of the State of California.
16. THIRD-PARTY BENEFICIARIES. This Agreement is for the exclusive benefit of Grantee and Grantor and not for the benefit of any third-party, including, without limitation, any employee, affiliate, subcontractor, vendor, or constituent of Grantee or Grantor or other person.
17. NOTICE. All legal notices required or permitted by this Agreement must be in writing and sent by email to the individuals listed as principal contact persons in the Grant Plan. Either party may change its contact person at any time by written notice to the other party.
18. DISPUTE RESOLUTION. In the event of a dispute between the Parties arising under or in connection with this agreement, the Parties shall attempt to resolve their differences through good-faith negotiations in a timely manner in recognition of their shared vision. Any controversy or claim arising under or in connection with this agreement, or the making, performance or interpretation thereof, that cannot be resolved by the Parties shall be settled by non-binding mediation administered by JAMS, insofar as JAMS administration does not conflict with California law. The fees and expenses of the Mediator shall be equally divided between the Parties. Unless the Mediator's award directs otherwise, each Party shall pay its own attorneys' fees and costs associated with the mediation.
19. CANCELLATION FOR CONFLICT OF INTEREST. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.
21. ENTIRE AGREEMENT, SEVERABILITY. This Agreement, together with the Grant Plan and other exhibits, expresses Grantor's and Grantee's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course or dealing or understanding between Grantor and Grantee relating to its subject matter. Grantee further acknowledges that Grantor has made no actual or implied promise of funding by Grantee beyond the Grant. Provisions of this Agreement are severable and if any provision is found to be invalid, illegal or unenforceable, all other provisions of this Agreement will nonetheless be effective, and the invalid, illegal or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

The Parties accept the terms of this Grant Agreement as evidenced by the signatures below:

Grantor

Lora Dunn

Digitally signed by Lora
Dunn
Date: 2025.12.11
16:45:40 -05'00'

By: Lora Dunn

Title: Director, Criminal Justice Program

Animal Legal Defense Fund

Date: December 11, 2025

Grantee

Steve

Digitally signed by Steve
Kozachik
Date: 2025.12.11
16:35:28 -07'00'

By: Steve Kozachik

Title: Director of Animal Services

Pima Animal Care Center

Date: December 11, 2025

Exhibit A

Grant Plan

Grant

Grant amount	\$59,000
Payment schedule	<p>a) Four (4) quarterly grants totaling \$13,500 each, to be used for facilitating a thorough response to reports of animal cruelty in Pima County, including but not limited to viable forensic veterinary evidence and access to care case resolutions, to be paid pursuant to the following payment schedule:</p> <ul style="list-style-type: none"> i. \$13,500, to be paid within fourteen (14) days from the Effective Date. ii. \$13,500, to be paid on or before January 6, 2026. iii. \$13,500, to be paid on or before April 1, 2026. iv. \$13,500, to be paid on or before July 1, 2026. <p>b) One (1) immediate grant totaling \$5,000 (the “Equipment Grant”), to be used for purchasing equipment necessary for minimum personal protection; proper collection, storage, and transport of evidence; and thorough scene processing in animal cruelty investigations, to be paid within seven (7) days from the Effective Date. Grantee shall provide any equipment purchased with the Equipment Grant equitably to the Partner Enforcement Agencies (as defined below) participating in the program, as the needs of the Partner Enforcement Agencies dictate.</p> <p>The “Partner Enforcement Agencies” include Pima County Sheriff Department, Tucson Police Department, Pima County Attorney’s Office, City of Tucson Attorney’s Office, and Valley Animal Hospital.</p> <p>As a condition to each grant payment outlined above, representatives of Grantee must participate in weekly meetings with Grantor throughout the Grant Period to discuss new and ongoing cases, and reinforce collaboration and problem solving among Grantee and Grantor.</p>

Use of Grant

Grant purpose	Purpose: The Grant funds are granted to Grantee for costs associated with acquisition of the equipment necessary to support thorough investigations, and veterinary forensics and treatment related to animal cruelty investigations in Pima County, Arizona. Grantee may at times be required to disburse Grant funds to the Partner Enforcement Agencies participating in the program, in order to advance the
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	<p>objectives of the project and in consultation with Grantor's point person on the project, Linda Fielder.</p> <p>Grantee will:</p> <ul style="list-style-type: none"> • Facilitate attendance of staff involved with animal cruelty investigations at trainings sponsored and delivered by the Grantor. • Consistently use the Grantor as a resource in determining active animal cruelty case strategies or operations. • Provide Grantor with access to animal cruelty case file materials (including but not limited to: reports, notes, photos, videos) in order to facilitate relevant and informed consultation except for circumstances where an investigation and/or prosecution could be jeopardized by such provision of files. • Appoint a representative to attend a project debrief meeting on or around July 11, 2026. • Appoint a representative to attend weekly meetings with Grantor through the duration of the project who will provide a summary of the organization's involvement with animal cruelty cases through their partner enforcement entities. <p>Grantor will:</p> <ul style="list-style-type: none"> • Maintain strict confidentiality pertaining to protected criminal justice information and active criminal case information. • Complete training or documentation required to review active criminal case files. • Adhere to agency policies and incident command structure when assisting in the field. • Sponsor and staff customized trainings for the Grantee and affiliates on animal cruelty investigations. • Provide expertise and support on animal cruelty cases. • Facilitate outside veterinary procedures and exams in a case when necessary due to species or circumstances. • Provide search warrant drafting resources specific to animal cruelty investigations. • Review affidavits and warrants in criminal animal cruelty cases, when possible, prior to submission to a judge. • Assist with the execution of search warrants in animal cruelty investigations as requested. • Attend weekly meetings with Grantee through the duration of the project. <p>Grant Outcomes:</p> <ul style="list-style-type: none"> • Increased number of policies and procedures pertaining to animal cruelty case response • Increased frequency of collaboration with Partner Enforcement Agencies
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	<ul style="list-style-type: none"> • Multiple trainings with Grantee and Partner Enforcement Agencies • Increased veterinary participation in Partner Enforcement Agency response to animal cruelty concerns • Grantee and Partner Enforcement Agencies are prepared with proper equipment to effectively respond to animal cruelty cases
Grant period	November 1, 2025 to September 30, 2026

Reporting

Timing & Content	<p>Quarterly Reporting</p> <ul style="list-style-type: none"> • Summary of the uses of the funds and a description of the activities performed by Grantee using the Grant funds. The reports shall include a financial report showing how the Grant funds were spent and a confirmation of compliance with the terms of this Agreement. <p>Weekly Reporting:</p> <ul style="list-style-type: none"> • Weekly metrics for criminal animal cruelty case response and outcomes to the best of the Grantee's knowledge: <ul style="list-style-type: none"> ○ Number of open cases ○ Number of forensic veterinary exams ○ Number of forensic necropsy exams ○ Number and type of animals being held ○ Number of cases closed and outcomes <ul style="list-style-type: none"> ▪ Number of cases resolved through monitoring/compliance ▪ Number of cases resolved through access to care ○ Number of cases issued a criminal citation ○ Number of cases charged criminally ○ Number of search warrants requested and served
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External Communication

Grant acknowledgement & publicity	<p>Grantor will provide public communications contact to the Grantor and seek to issue joint press releases with the Grantor, when appropriate, during the Grant Period in cases where the Grantor has or is providing assistance.</p> <p>Grantor may use information and photos from closed, adjudicated, or otherwise resolved cases investigated during the Grant Period in future training opportunities for industry professionals and outreach to supporters.</p> <p>Grantee will also recognize Grantor's support by including the</p>
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	following statement in any external printed or digital communication relating to the Grant or the activities funded by the Grant: "With thanks to the Animal Legal Defense Fund's Collaborative Response Project that supports a multidisciplinary response to animal protection."
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Contact Information

For Grantor:	For Grantee:
<p>Name: Lora Dunn Title: Director, Criminal Justice Program E-mail: ldunn@aldf.org Telephone: (707) 795-2533 x1307 Address: 2108 N. St. #11741, Sacramento, CA 95816</p>	<p>Name: Steve Kozachik Title: Director of Animal Services E-mail: steve.kozachik@pima.gov Telephone: (520) 703-4396 Address: 4000 N. Silverbell Rd, Tucson, AZ 85745</p>